UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

LAWRENCE HAWKINS, SR.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	IP 98-671-C-T/K
	)	
GENERAL MOTORS CORPORATION and ALLISON ENGINE COMPANY, INC., THE INTERNATIONAL UNION OF THE UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, and UAW, LOCAL 933,	)	
	)	
Defendants.	)	

ENTRY ON DEFENDANTS' MOTIONS FOR SUMMARY JUDGMENT[1]

Defendants General Motors Corporation ("GM") and Allison Engine Company ("Allison") filed motions for summary judgment. Plaintiff opposes the motions. This court now **GRANTS** Defendant GM's Motion for Summary Judgment and will **GRANT** in part and **DENY** in part Defendant Allison's Motion.

[1] This Entry is a matter of public record and is being made available to the public on the court's web site, but it is not intended for commercial publication either electronically or in paper form. Although the ruling or rulings in this Entry will govern the case presently before this court, this court does not consider the discussion to be sufficiently novel or instructive to justify commercial publication of the Entry or the subsequent citation of it in other proceedings.

I. Factual and Procedural Background

Lawrence Hawkins, Sr. worked as an hourly employee for General Motors Corporation ("GM"). In July of 1992, he became a temporary supervisor. GM sold the division in which Plaintiff worked to Allison Engine Company ("Allison") on December 1, 1993. As part of the transaction, Allison agreed to assume the current collective bargaining agreement. Plaintiff held the same salaried position both before and after the sale. Plaintiff contends that he was told everything would remain the same after the sale to Allison and that he had an oral employment contract with Allison allowing a return to the hourly work force. On April 30, 1996, Plaintiff was to be terminated, but he apparently suffered a disability and received a termination letter dated July 5, 1996.

In April 1999, Hawkins filed a complaint against GM, Allison, and the UAW and its Local 933 alleging fraud, constructive fraud, violations of ERISA, age discrimination, and disability discrimination. On October 12, 2001, GM filed its Motion for Summary Judgment seeking judgment on the fraud, constructive fraud, and breach of contract claims. On November 26, Allison filed its Motion for Summary Judgment seeking judgment on the fraud, constructive fraud, ERISA, and age and disability claims. Plaintiff opposes these Motions. The court now rules as follows.[2]

[2] Defendants also requested that several of Plaintiff's statements be stricken because they are contradictory and self-serving. Unless specifically mentioned, Defendants' requests are denied as moot based on the resolution of these Motions.

II. Standard

Summary judgment should be granted if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there are no genuine issues of material fact and that the moving party is entitled to a judgment as a matter of law. Fed. R. Civ. P. 56(c); *see also Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986). The motion should not be granted if a reasonable jury could return a verdict for the nonmoving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986).

If the party opposing the motion bears the burden of proof at trial on an issue, that party can avoid summary judgment only by setting forth specific facts showing that there is a genuine issue for trial. Fed. R. Civ. P. 56(e); *see Silk v. City of Chicago*, 194 F.3d 788, 798 (7th Cir. 1999). When ruling on a motion for summary judgment, the court must construe the evidence in the light most favorable to the nonmoving party and draw all reasonable inferences in favor of that party. *Anderson*, 477 U.S. at 255. Speculation, however, is not the source of a reasonable inference. *See Chmiel v. JC Penney Life Ins. Co.*, 158 F.3d 966, 968 (7th Cir. 1998) (noting that the court is not required to draw every conceivable inference from the record in favor of the non-movant, but only those inferences that are reasonable).

III. Fraud, Constructive Fraud and Fraudulent Concealment Claims

Both Defendants claim that Plaintiff's fraud and constructive fraud claims are preempted by section 301 of the Labor Management Relations Act ("LMRA"), are barred by a six-month statute of limitations, and suffer from a failure of proof. This court need not address the final two contentions because of the resolution of the first. The LMRA has broad preemptive power. *Schmidt v. Ameritech Corp.,* 115 F.3d 501, 503-04 (7th Cir. 1997) ("In keeping with the goal of maintaining a uniform national labor policy, the Supreme Court has given a broad preemptive sweep to § 301 of the LMRA."). Plaintiff does not contend that the LMRA does not apply and, in fact, concedes that "[f]or the purposes of this summary judgment proceedings, Hawkins will presume that Section 301 of the . . . LMRA applies to his claims against AEC." (Pl.'s Resp. at 4.)

Section 301 provides that "suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce . . . or between any such labor organizations, may be brought in any district court of the United States having jurisdiction of the parties . . . ." 29 U.S.C. § 185(a). The Supreme Court has interpreted this provision as "completely preempt[ing] state law claims based on violations of contracts between an employer and a labor organization if those claims require interpretation of the collective bargaining agreement." *Vorhees v. Naper Aero Club, Inc.,* 272 F.3d 398, 403 (7th Cir. 2001). "Section 301 governs claims based directly on rights created by collective bargaining agreement and claims substantially dependent on an analysis of those agreements." *United States v. Palumbo Bros., Inc.,* 145 F.3d 850, 863 (7th Cir. 1998).

In this case, Plaintiff's fraud and constructive fraud claims appear to be based on an interpretation of the collective bargaining agreement. First, under the jurisdiction section of his Amended Complaint, Plaintiff contends that "[t]he jurisdiction of this Court is invoked pursuant to Section 301(a) of the Labor Management Relations Act . . . in that . . . the relief sought by Plaintiff depends on, effects and involves interpretation of the collective bargaining agreements between GM, AEC, the UAW and Local 933." (Am. Compl. ¶ 2.) Then under the description of the fraud claim, Plaintiff contends that:

> [o]n or about December, 1993, AEC informed Plaintiff that, if he signed AEC's employment contract, he would not be waiving or terminating any rights he had under his employment agreement with GM and that everything would remain the same as it had been with GM–Plaintiff would continue with the same job, receive the same compensation and benefits, have the same supervisor and retain all of his rights, including the right to return to the bargaining unit, as he had with GM.

(*Id.* ¶ 50.) Plaintiff then claims that this representation was fraudulent. Necessary to interpret the representation is an interpretation of the terms of the collective bargaining agreement to determine whether Plaintiff's new benefits differed from his old benefits and whether Plaintiff could return to the collective bargaining unit. The GM-UAW National Agreement contains provisions relating to the ability of a salaried employee to restore seniority if transferred back to the bargaining unit. The issue of seniority affects the benefits to which Plaintiff claims he is entitled. Therefore, the decision on the fraud claim would involve an interpretation of the collective bargaining agreement and that state law claim is therefore preempted by section 301. *See Ulrich v. Goodyear Tire & Rubber Co.,* 884 F.2d 936, 938 (6th Cir. 1989).

Presumably, Plaintiff's constructive fraud claim deals with the same issues. It is clearly governed by the general statement of jurisdiction and, although not entirely clear from the Amended Complaint, appears to be based on the failure of Defendant to inform of benefits. Thus, the constructive fraud claim also is preempted by section 301.

In addition, in his response brief Plaintiff attempts to add a claim which he describes as a fraudulent representation claim based on Allison's failure to disclose that Plaintiff would not be allowed to return to the bargaining unit. The court will refer to this new claim as a fraudulent concealment claim because that is what it really is. Despite Plaintiff's arguments to the contrary, paragraphs 50 through 57 of the Amended Complaint and Complaint fail to mention a failure to disclose a material fact. The fraudulent concealment claim is now dismissed because it was not correctly added. *See Auston v. Schubnell,* 116 F.3d 251 (7th Cir. 1997). But even if the fraudulent concealment claim were sufficiently asserted in the Plaintiff's pleadings, the claim would nonetheless fail to survive summary judgment. This claim, which is based on Defendant's failure to disclose that Plaintiff would not be allowed to return to the bargaining unit, would be preempted by section 301 for the same reasons the fraud and constructive fraud claims are preempted.

Plaintiff contends that this suit falls under an exception to the requirement that administrative remedies must be exhausted before a suit may be brought in court. Although this may be the case, it misses the point. Plaintiff also contends that issues of fact regarding whether the union breached its duty of fair representation preclude summary judgment in favor of Allison. This, too, misses the point. Plaintiff's state law

claims are not barred because of a failure to exhaust administrative remedies or because of a disputed fact over the union's alleged breach of the duty of fair representation. Rather, Plaintiff's state law claims are preempted by federal legislation in the field.[3] Summary judgment is therefore appropriate on Plaintiff's fraud and constructive fraud claims, and, to the extent such a claim was properly asserted in the Amended Complaint, the fraudulent concealment (referred to by Plaintiff as fraudulent representation in not disclosing a material fact) claim as well.

IV. ERISA Claims

Defendant Allison also contends that Plaintiff's ERISA claims must be dismissed because Plaintiff has no evidence to support his contention that "the decision by AEC [Allison] to deny Plaintiff his rights and benefits under the Medical Plan and the Disability Plan is contrary to the terms of the Medical Plan and the Disability Plan" and a violation of 29 U.S.C. § 1132(a)(1)(3). (Am. Compl. ¶¶ 71-72.) Specifically, Defendant Allison contends that Plaintiff has not identified what benefits he is entitled to under the plans, Plaintiff has not presented any dollar amounts or bills that have not been paid, and MetLife was responsible for the denial of any disability benefits. Plaintiff responds that he has claims against Allison under two benefit plans and a claim under the Comprehensive Omnibus Budget Reconciliation Act ("COBRA") for its failure to notify

[3] In any event, it also appears that Plaintiff suffers from a failure of proof on the elements of these claims. On the fraud claim, Plaintiff contends that the material misrepresentation of past or existing fact is the statement that there would be virtually no change in his employment when Allison bought the company. However, this clearly relates to future conduct, not past or existing fact. With respect to the constructive fraud claim, again, there were no representation of past or existing fact.

the third party administrator of Plaintiff's termination. Plaintiff presents a variety of bills and claims for periods after May 1, 1996. Defendant Allison contends that this is after his termination date and that, according to his Benefit Plan, he is not entitled to payment for medical procedures performed after his termination date. However, Plaintiff has submitted his affidavit with a supporting letter to him from one of Allison's managers of human resources, dated July 5, 1996, which states that the termination of his employment is "effective immediately." (Pl.'s Aff. ¶ 35 & Ex. D at 1.) Because there is a factual dispute about Plaintiff's effective termination date, summary judgment is inappropriate on the ERISA claim for medical benefits.

As to Plaintiff's disability claim, Defendant Allison contends that it was not the plan administrator and therefore, had no ability to deny or authorize a claim. Plaintiff counters that Defendant Allison never informed Plaintiff of this and "[i]ndeed, in all probability AEC retained certain discretionary authority and rights under the disability plan and in the contract with MetLife to administrate the disability plan." (Resp. at 19.) This amounts to unsupported speculation on Plaintiff's part and is insufficient to avoid summary judgment on this claim. Plaintiff argues that Allison has not produced any plan document identifying MetLife as the only plan administrator and the plan summary states that claims should be filed with the Allison benefits department and that questions about benefits should be directed to that department. Plaintiff also submits that when he advised Allison he needed long term disability benefits, he was told that his claim "would not fly" (Hawkins Aff. ¶ 31), which he understood to mean that Allison would not pay him disability benefits. Even when all these things are taken as true, they fail to

raise a genuine issue of triable fact as to whether Allison was a plan administrator of the disability benefits plan with authority to determine claims. At most this evidence establishes that Plaintiff believed Allison had the authority to deny or authorize a disability claim.

In contrast, in support of Defendant Allison's contention that it was not the plan administrator, it submits an affidavit from the manager of employee benefits. This affidavit provides that Defendant Allison had no discretion to award benefits, thereby preventing a suit against Defendant Allison as a fiduciary. *See* 29 U.S.C. § 1002 ("a person is a fiduciary with respect to a plan to the extent (i) he exercises any discretionary authority or discretionary control respecting management of such plan or exercises any authority or control respecting management or disposition of its assets, (ii) he renders investment advice for a fee or other compensation, direct or indirect, with respect to any moneys or other property of such plan, or has any authority or responsibility to do so, or (iii) he has any discretionary authority or discretionary responsibility in the administration of such plan.").

Finally, Plaintiff has attempted to add a claim that Defendant Allison violated the COBRA notice provisions in his response brief. Allison contends any such claim is waived because it was not asserted in the Plaintiff's pleadings and raised for the first time in his response brief. Though Count VII of the Amended Complaint mentions COBRA in passing, the pleading is insufficient to state a claim based on a violation of COBRA's notice provisions. The Amended Complaint specifically alleges that Plaintiff was terminated as of September 30, 1996, and he received notice in October that he

was eligible for COBRA continuation insurance coverage commencing October 1, 1996. (Am. Compl. ¶¶ 9, 68.) Count VII then alleges that Allison violated 29 U.S.C. § 1132(a)(1)(3).

The allegations that Plaintiff received his COBRA notice within thirty days of his termination compel the conclusion that the Amended Complaint cannot be said to fairly allege a claim for a violation of COBRA's notice requirements. *See* 29 U.S.C. § 1166(a)(2) (requiring an employer to notify a plan administrator of a qualifying event within thirty days). Therefore, the court agrees with Allison that this newly added claim must be dismissed. *See Auston v. Schubnell,* 116 F.3d 251 (7th Cir. 1997).

V. Age and Disability Discrimination

Defendant Allison contends that Plaintiff's age and disability discrimination claims must fail because Plaintiff cannot establish that: (1) Allison's stated reason for laying off Plaintiff were pretextual, (2) Plaintiff suffered from an adverse employment decision because of his disability, and (3) Plaintiff was disabled.

The ADEA prohibits employers from terminating employees on the basis of age. *See* 29 U.S.C. § 623(a). Title I of the ADA forbids employers from "discriminat[ing] against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment." 42 U.S.C. § 12112(a).

A plaintiff in an employment discrimination case may proceed under two methods of proof: the direct method and the indirect burden-shifting method established by *McDonnell Douglas Corporation v. Green*, 411 U.S. 792, 802-05 (1973). Because Plaintiff has presented no direct evidence of discrimination, he must satisfy the indirect, burden-shifting method of proof articulated in *McDonnell Douglas*.

Under the *McDonnell Douglas* approach, a plaintiff must first establish a prima facie case of discrimination. *See, e.g., Stockett v. Muncie Ind. Transit Sys.*, 221 F.3d 997, 1000 (7th Cir. 2000) (citation omitted). Where a plaintiff alleges discriminatory treatment, he must demonstrate that: (1) he belongs to a protected class; (2) he performed his job satisfactorily; (3) he suffered an adverse employment action; and (4) his employer treated similarly-situated employees outside of his protected class more favorably. *Id.* at 1001 (citations omitted). If a plaintiff successfully establishes a prima facie case of discrimination, the burden shifts to the employer to come forward with a legitimate, non-discriminatory reason for the adverse employment action. *Id.* If the employer offers a legitimate, nondiscriminatory explanation for the termination, the plaintiff must then rebut that explanation by presenting evidence sufficient to enable a trier of fact to find that the employer's proffered explanation is pretextual. *Id.* "'The ultimate burden of persuading the trier of fact that the defendant intentionally discriminated against the plaintiff remains at all times with the plaintiff.'" *Reeves v. Sanderson Plumbing Prods., Inc.*, 530 U.S. 139, 143 (2000) (quoting *Texas Dep't of Cmty. Affairs v. Burdine*, 450 U.S. 248, 253 (1981)).

Pretext "means a dishonest explanation, a lie rather than an oddity or an error." *Kulumani v. Blue Cross & Blue Shield Ass'n*, 224 F.3d 681, 685 (7th Cir. 2000). To show pretext, Plaintiff must demonstrate that Allison's stated reason for terminating his employment is unworthy of credence. *See Reeves*, 530 U.S. at 143; *see also Ritter v. Hill 'N Dale Farm, Inc.*, 231 F.3d 1039, 1044 (7th Cir. 2000) (stating that a plaintiff must show that the defendant did not honestly believe in the reasons given for the employment decision).

A. *Age Discrimination*

Allison claims that Plaintiff was fired because "he was uncooperative, resistant to change, had a poor attitude and was the lowest ranked supervisor in his position."[4] (Def.'s Br. at 23.) In response, Plaintiff contends that: (1) his position was not eliminated and (2) he was given an extremely high performance rating in early 1996, which was then taken away after approximately an hour, and replaced with a lower evaluation. However, this is insufficient to establish that Defendant's purported reason for laying off the Plaintiff was "a lie." First, Plaintiff's only support for the claim that his position was not eliminated is his own self-serving deposition and affidavit. Plaintiff does not have personal knowledge of the workings of Allison after his termination. Therefore, his statement that his position was not eliminated and that in fact he was

[4] Although the Seventh Circuit has cautioned against skipping the prima facie case and merely discussing pretext, *Peele v. Country Mut. Ins. Co.*, 288 F.3d 319, 327 (7th Cir. 2002), Allison concedes that Plaintiff has established his prima facie case for purposes of this motion.

replaced is inadmissible and insufficient to establish that Defendant's reasons for terminating him are a pretext. *Gustovich v. AT & T Communications, Inc.,* 972 F.2d 845, 849 (7th Cir. 1992) ("Statements of lay witnesses are admissible only if based on personal knowledge or inferences grounded in observation or other first-hand personal experience.").

Plaintiff's second contention is slightly more disturbing, but still insufficient to avoid summary judgment. Plaintiff claims that he was given a very favorable performance evaluation, but that it was taken away after an hour to be replaced by a lower evaluation. Allison doesn't offer a good explanation as to why Plaintiff may have been given first a favorable evaluation and then a less favorable one, but seems to suggest that the evaluation he received was not a formal appraisal, but part of the rankings done in connection with the reduction in force. Even if Plaintiff received a very good evaluation at first, such an evaluation is not inconsistent with Allison's explanation of its decision to discharge him. Allison states that it discharged Plaintiff because he was "the lowest ranked supervisor in his position." The evidence is that there were four supervisors in the same position as Plaintiff. Plaintiff has submitted performance appraisals for the other three supervisors which were done in 1995 or 1996, all of which were either outstanding or superior in performance overall. Thus, even if Plaintiff had a very good evaluation, this fact alone does not raise a reasonable inference that Allison is lying when it explains that he was discharged because he had the lowest ranking of the supervisors in his position.

The court finds that Plaintiff has simply not presented sufficient information from which a reasonable trier of fact could determine that Allison's stated reasons for discharging him, his poor performance review and attitude in a lay-off time, were pretextual. Therefore, Allison is entitled to summary judgment on Plaintiff's age discrimination claim.

B. *Disability Discrimination*

Allison contends that Plaintiff's claim that he was fired due to his disability must fail for three reasons. First, Allison contends that Plaintiff was not disabled under the ADA. To prove his prima facie case of disability discrimination, Plaintiff must show: (1) he is disabled within the meaning of the ADA, (2) he is qualified to perform the essential functions of his job either with or without reasonable accommodations, and (3) he suffered from an adverse employment decision because of his disability. *Pugh v. City of Attica*, 259 F.3d 619, 625 (7th Cir. 2001). The ADA defines "disabled" as: "(A) a physical or mental impairment that substantially limits one or more of the major life activities of such individual; (B) a record of such impairment; or (C) being regarded as having such an impairment." 42 U.S.C. § 12102(2); *see Dupre v. Charter Behavioral Health Sys.*, 242 F.3d 610, 613 (7th Cir. 2001).

To establish that he was regarded as having an impairment that substantially limits a major life activity, Plaintiff must show that he has an impairment that does not substantially limit one or more major life activities, but was treated by Allison as though he did. *See Dupre v. Charter Behavioral Health Sys.*, 242 F.3d 610, 616 (7th Cir. 2001)

(concluding record did not support a finding that the employer regarded plaintiff as disabled where evidence established only that employer knew plaintiff had a back impairment and doubted her ability to perform a particular job but there was no evidence that the employer thought she was unable to perform any other job). Plaintiff must also show that "the impairment, if it existed as perceived, would be substantially limiting." *Id.* (citation omitted). Proof that Allison knew of Plaintiff's impairment without more is insufficient to establish that Plaintiff falls under the "regarded as" prong. *See Amadio v. Ford Motor Co.*, 238 F.3d 919, 925 (7th Cir. 2001). Plaintiff must also prove that Allison believed that his impairment substantially limited one or more of his major life activities. *See id.* Plaintiff must identify the major life activity or activities that he contends Allison regarded as being substantially limited. *See id.*

Plaintiff suffers from a heart condition. He had two heart attacks in 1995, but returned to work full-time within four weeks of each attack. His only restriction was a limitation on strenuous lifting, which Allison accommodated. Allison also gave him a handicapped parking sticker which allowed him to park near the door.

Plaintiff claims that Allison regarded him as substantially limited in his ability to walk and lift heavy objects and to "work up to speed in any profession." (Pl.'s Surreply at 7.) Walking is a "major life activity," *see* 29 C.F.R. § 1630.2(i) ("Major life activities" include "functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working."), though lifting heavy objects is

not, *see*, *e.g.*, *Contreras v. Suncast Corp.*, 237 F.3d 756, 763 (7th Cir. 2001) (plaintiff unable to lift in of 45 pounds for a long period of time).[5]

It is unclear whether Plaintiff's evidence that Allison gave him a handicapped parking sticker establishes that Allison perceived him as having an impairment that substantially limited his ability to walk, *cf. Weber v. Strippit, Inc.*, 186 F.3d 907, 913 (8th Cir. 1999) (concluding that difficulty walking long distances without fatigue was a moderate limitation on a major life activity and did not constitute a disability under the ADA), *cert. denied*, 528 U.S. 1078 (2000); *Kelly v. Drexel Univ.*, 94 F.3d 102, 106 (3rd Cir. 1996) (holding that an individual who could not walk "more than a mile or so," "couldn't jog," and had to "pace [himself] slower" when going upstairs was not substantially limited in the major life activity of walking); and such evidence alone is probably insufficient proof in this regard, *see* 29 C.F.R. § 1630.2(j)(1)(ii) (defining "substantially limits" as "*[s]ignificantly* restricted as to the condition, manner or duration under which an individual can perform a particular major life activity as compared to the condition, manner, or duration under which an average person in the general population can perform the same major life activity.") (Emphasis added). However, the court may assume for purposes of this motion that Allison perceived Plaintiff as disabled.

---

[5] The court isn't sure what Plaintiff means by "work up to speed in any profession" or how that constitutes a "major life activity," but this doesn't preclude the court from making a decision in this case. To show that he is disabled, Plaintiff need only prove that Allison regarded him as having an impairment that substantially limited one major life activity.

Even assuming that Plaintiff is disabled under the ADA, and assuming further that Plaintiff can establish the other elements of his prima facie case of disability discrimination, his claim still fails to survive summary judgment. Allison has offered a legitimate, nondiscriminatory reason for his discharge: he was uncooperative, resistant to change, had a poor attitude and was the lowest ranked supervisor in his position. For the same reasons discussed above in connection to Plaintiff's age discrimination claim, Plaintiff has not proffered sufficient evidence to show that this reason is pretextual. Therefore, Allison is entitled to summary judgment on Plaintiff's disability discrimination claim.

VI. Conclusion

For the foregoing reasons, Defendant GM's Motion for Summary Judgment will be **GRANTED** and Defendant Allison's Motion for Summary Judgment will be **GRANTED IN PART**. Because the ERISA claim for medical benefits remains against Defendant Allison, the court will defer entering judgment at this time.

ALL OF WHICH IS ORDERED this 30th day of September 2002.

John Daniel Tinder, Judge
United States District Court

Copies to:

James H. Hanson
Scopelitis Garvin Light & Hanson
10 West Market Street
Suite 1500
Indianapolis, IN 46204-2969

David M. Davis
Hardy Lewis Pollard and Page P.C.
401 South Woodward Ave Suite 400
Birmingham, MI 48009

Bruce Hearey
Spieth Bell McCurdy & Newell
2000 Huntington Bldg.
925 Euclid Avenue
Cleveland, OH 44115

Nora L. Macey
Macey, Macey and Swanson
445 North Pennsylvania St. St #401
Indianapolis, IN 46204-1800

Mark Merkle
Krieg Devault LLP
One Indiana Square Suite 2800
Indianapolis, IN 46204